

REMARKS

STATUS OF THE CLAIMS:

Claims 2-9, 11 and 12 have been pending.

Claims 2-9, 11 and 12 are rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Stout, Jr. et al., U.S. Patent No. 5,878,404, hereinafter referred to as "Stout," in view of Szlam, U.S. patent No. 6,868,395, hereinafter referred to as "Szlam."

In accordance with the foregoing, the claims are amended and claim 13 is added, and, thus, the pending claims remain for reconsideration, which is respectfully requested.

No new matter has been added.

The Examiner's rejections are respectfully traversed.

CONFIRM RECEIPT OF PRIORITY DOCUMENT

The Applicants respectfully request that the Examiner acknowledge the claim for foreign priority based upon the Japanese Application No. 2001-130838 filed April 27, 2001, and to acknowledge receipt of the certified copy of this foreign priority document submitted to the USPTO on August 31, 2001 (according to USPTO Patent Application Information Retrieval), by checking the appropriate boxes of item 12 in the Office Action Summary.

35 U.S.C. § 103(a) REJECTION:

Independent claims 2, 11 and 12 are allegedly unpatentable over Stout in view of Szlam.

The Office Action, at page 4, in Response to Arguments, "While the Stout references teaches excluding delinquent debtors from offers to refinance, the claimed invention recites an alternative: extracting target customers satisfying conditions for being a defaulting debtor **or being a candidate for defaulting** from all debtors. ... Therefore the claim limitation still reads on the Stout reference by providing candidate defaulting debtors with offers to refinance."

In accordance with the foregoing, claim 2 is amended to recite, in part: "extracting target customers satisfying conditions for being a defaulting debtor ~~or being a candidate for defaulting on the loan~~ from all debtors."

As noted by the Office Action at page 4, in Response to Arguments, Stout teaches excluding delinquent debtors from offers to refinance. For example, Stout, at column 6, lines 15-23 recites:

If a debtor has not made the currently due or, previous time payments on a timely basis, the delinquencies are recorded in memory (see FIG. 2 at 36), and **he may not be granted the benefit of a rate reduction**. Accordingly, the rate adjustment option module 18 limits the resetting of the rate of interest in response to recorded delinquencies or a currently due time payment. **Rate adjustment may be prohibited if any payments are delinquent** or if a prescribed if any payments are delinquent or if a prescribed number of late payments is exceeded.

Further, Stout at column 6, lines 32-37 recites:

If the debtor is not delinquent and is current, the system 10 (FIG. 1) prints a contract or agreement setting out the new payment terms including the new rate of interest, the new time payment and the new term, if applicable, and authorizing the lending institution to change the interest rate, as shown by step 62.

These passages of Stout teach away from the “extracting” and “notifying” of “defaulting debtors” in claim 2, because Stout expressly excludes delinquent debtors from receiving offers to refinance their loans. Accordingly, Applicants respectfully submit that Stout fails to disclose, either expressly or implicitly, the claimed “extracting target customers satisfying conditions for being a defaulting debtor ~~or being a candidate for defaulting on the loan~~ from all debtors,” because Stout expressly teaches away from targeting “defaulting debtor” as target customers.

The Office Action asserts that Stout, at column 6, lines 15-49 to discloses the claimed **“simulating a new payment plan based on new contract contents, based on an access from the target customer; and altering the present contract contents to the new contract contents when the target customer consents to the alteration to the new contract contents based on the simulation,”** as recited, for example, in claim 1. Applicants respectfully disagree with the assertion, because as noted above, Stout at column 6, lines 15-23 merely discusses a “rate adjustment module.” Stout discusses the “rate adjustment module” at column 4, line 66 to column 5, line 11, which recites:

In accordance with the present invention a rate adjustment option module 18 receives from the input module 14 election signals indicative of **an election by the debtor to reset the interest rate of the loan. As described hereinabove, the debtor typically makes such an election when prevailing interest rates have fallen significantly below the interest rate of the loan.**

In response to the election signals, the rate adjustment option module 18 resets the rate of interest 32 on the principal balance 30 by adjusting the signals indicative of the rate of interest. The rate adjustment option module 18 preferably adjusts the interest rate signals in accordance with signals stored in

memory in a table of current rates, or yields.

In other words, the customer in Stout elects to adjust the interest rate on a loan. That is, the customer initiates the adjustment to the interest rate of the loan and the "the rate adjustment option module" adjusts the rate of the loan based upon current rates. In contrast, the embodiment according to claim 2 provides **"notifying each of the target customers, by postal mail or E-mail, of an invitation to alter present contract contents of the loan to allow relaxation of payment terms, and an address of a Web site at which an application to alter the present contract contents is received; simulating a new payment plan based on new contract contents, based on an access from the target customer; and altering the present contract contents to the new contract contents when the target customer consents to the alteration to the new contract contents based on the simulation."** In other words, according to the embodiment of claim 1, the method invites the "target customer" to alter the contents of the contract, simulates a new payment plan based on new contract contents and alters the present contract "when the target customer consents to the alteration to the new contract contents **based on the simulation."** Accordingly, Applicants respectfully submit that Stout fails to disclose the same, because Stout allows only non-defaulters the option to request a lower interest rate on a loan.

The Examiner also relies up Szlam, at column 12, lines 12-34, to discuss the claimed "notifying each of the target customers, by postal mail or E-mail, of an invitation to alter present contract contents of the loan to allow relaxation of payment terms, and an address of a Web site at which an application to alter the present contract contents is received," as recited in claim 2. Szlam, at column 12, lines 13-18, recites:

... a server obtains and reviews information regarding the customer and generates payment terms and term limits. The server generates an enclosure for an e-mail message, including the payment terms and the limits. The e-mail message, with the enclosure, is then sent to the customer ...

However, Szlam fails to disclose or suggest "extracting target customers satisfying conditions for being a defaulting debtor ~~or being a candidate for defaulting on the loan~~ from all debtors," as recited, for example, in claim 2.

Accordingly, Applicants respectfully submit that a prima facie case of obviousness cannot be based upon Stout and Szlam, because there is no evidence that one skilled in the art would modify Stout, Szlam or a combination of Stout and Szlam to include the claimed "extracting target customers satisfying conditions for being a defaulting debtor ~~or being a candidate for defaulting on the loan~~ from all debtors; notifying each of the target customers, by postal mail or E-mail, of an invitation to alter present contract contents of the loan to allow relaxation of

payment terms, and an address of a Web site at which an application to alter the present contract contents is received," because both Stout and Szlam are silent on any "extracting **target customers satisfying conditions for being a defaulting debtor** or ~~being a candidate for defaulting on the loan~~ from all debtors," and Stout expressly teaches away from targeting "a defaulting debtor," which undermines evidence to be combined with Szlam or to be modified based upon knowledge of one skilled in the art, including Stout or Szlam, and further Szlam is only directed to sending email solicitations, failing to provide any evidence that one skilled in the art would modify Stout, to achieve the claimed embodiments.

Independent claims 11 and 12 patentably distinguish over the cited prior art for similar reasons as independent claim 1.

Dependent claims recite patentably distinguishing features of their own or are at least patentably distinguishing due to their dependence from the independent claims. Withdrawal of the rejection of pending claims, and allowance of pending claims is respectfully requested.

NEW CLAIM:

New dependent claim 13 is directed to a method, including:

wherein the conditions for extracting each defaulting debtor as the target customer comprises:

during the generation of the bill and/or reminder data, when at least an amount billed is equal to or larger than a predetermined amount, when default events by the debtor have occurred a predetermined number of consecutive times, when the debtor has lived at an identical address for a predetermined number of years or longer, when the debtor has a job, when the debtor is of a predetermined age or older or any combination thereof.

Support for the claim amendment can be found, for example, in the specification, at page 17, line 18 to page 22, line 13. Accordingly, applicant respectfully submits that dependent claim 13 recites patentably distinguishing features of its own or is at least patentably distinguishing due to its dependence from the independent claims.

CONCLUSION

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.


Serial No. 09/942,642

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

STAAS & HALSEY LLP

Date: September 10, 2007

By: 
Matthew H. Polson
Registration No. 58,841

1201 New York Avenue, NW, 7th Floor
Washington, D.C. 20005
Telephone: (202) 434-1500
Facsimile: (202) 434-1501